



## Texas Department of Transportation

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

Contract No. 08183203  
Control 003401126  
Project NH 1802(506) etc.  
Highway US 83  
County TAYLOR

November 1, 2018

ALLEN BUTLER CONSTRUCTION, INC.  
P.O. BOX 53058  
LUBBOCK, TX 79453-0000

Construction Division  
512-416-2425/2440/2465


Subject: AUTHORIZATION TO BEGIN WORK

We are forwarding one copy of the fully executed Contract as shown above. You are authorized to begin construction in accordance with the provisions of said contract.

Time for completion of the contract will be computed in accordance with Item 8.

Your proposal check is being returned according to your instructions or your proposal bid bond is released from further liability.

Sincerely,

  
Jesse A. Lineberger

Director, Construction & Maintenance Contract Letting

Enclosure

cc: ABL District

BONDED BY: NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WESTPORT INSURANCE CORPORATION  
BOND NO. 2276370

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer



CONTRACT NO.	08183203
CONTROL	0034-01-126 ETC.
PROJECT	NH 1802(506) *
HIGHWAY	US 83
COUNTY	TAYLOR

# **CONTRACT**

**between**

**STATE OF TEXAS**

**and**

**ALLEN BUTLER CONSTRUCTION, INC.**

**for**

**CONSTRUCTION OF 8.650 MILES**

**of**

**US 83**

**in**

**TAYLOR COUNTY**

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THE STATE OF TEXAS §  
THE COUNTY OF TRAVIS §

CONTRACT NO.	08183203
CONTROL	0034-01-126 ETC.
PROJECT	NH 1802(506) *
HIGHWAY	US 83
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## CONSTRUCTION CONTRACT

This agreement is made by and between the State of Texas, represented by the Executive Director, Texas Department of Transportation, party of the first part, and **ALLEN BUTLER CONSTRUCTION, INC.**, its executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the State desires to enter into a contract for the highway improvement as shown and described in the plans, specifications and special provisions included or referenced herein or as far as the money available will construct in accordance with the provisions of the State Statutes, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that it is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included or referenced specifications, special provisions and plans, now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at its own proper cost and expense, all the work necessary for the highway improvement as shown and described in the plans and in accordance with the provisions of the referenced specifications and special provisions which are a part of this contract.

The work to be performed under this contract shall be completed in **553 WORKING** days.

And the State in consideration of the full and true performance of said work by the Contractor hereby agrees and binds itself to pay to the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The State limits its obligation hereunder to the funds available.

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PROJECT: NH 1802(506)  
COUNTY : TAYLOR

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003401126

BIDDER  
3

DATE DIV JOB  
8 18 47 203

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
104	6009		REMOVING CONC (RIPRAP) SY	267.000	22.530	6,015.51
104	6017		REMOVING CONC (DRIVEWAYS) SY	352.000	18.250	6,424.00
104	6023		REMOVING CONC (CTB) LF	121.000	24.860	3,008.06
104	6054		REMOVING CONCRETE (MOW STRIP) LF	255.000	21.990	5,607.45
105	6014		REMOVING STAB BASE & ASPH PAV (7"-12") SY	9,510.000	4.100	38,991.00
105	6019		REMOVING STAB BASE & ASPH PAV (14") SY	53,380.000	3.860	206,046.80
110	6001		EXCAVATION (ROADWAY) CY	54,208.000	7.170	388,671.36
132	6006		EMBANKMENT (FINAL) (DENS CONT) (TY C) CY	153,164.000	12.890	1,974,283.96
150	6002		BLADING HR	8.000	145.040	1,160.32
164	6033		DRILL SEEDING (PERM) (RURAL) (SANDY) SY	202,396.000	.130	26,311.48
164	6041		DRILL SEEDING (TEMP) (WARM) SY	117,262.000	.120	14,071.44
164	6043		DRILL SEEDING (TEMP) (COOL) SY	117,262.000	.130	15,244.06
168	6001		VEGETATIVE WATERING MG	4,015.020	34.200	137,313.68
247	6041		FL BS (CMP IN PLC) (TYA GR1-2) (FNAL POS) CY	44,106.000	47.900	2,112,677.40
260	6001		LIME (HYDRATED LIME (DRY)) TON	2,267.000	166.850	378,248.95
260	6079		LIME TRT (SUBGRADE) (6") SY	119,955.000	2.540	304,685.70
310	6009		PRIME COAT (MC-30) GAL	23,936.000	4.410	105,557.76
314	6010		EMULS ASPH (EROSN CONT) (SS-1) GAL	14,772.000	3.640	53,770.08
316	6001		ASPH (MULTI OPTION) GAL	219,538.000	3.200	702,521.60
316	6175		AGGR (TY-B GR-4 SAC-B) CY	4,545.000	87.380	397,142.10

PROJECT: NH 1802(506)  
COUNTY : TAYLOR

, ETC.

CCSJ  
003401126

BIDDER  
3

DATE DIV JOB  
8 18 47 203

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344	6011		SUPERPAVE MIXTURES SP-B PG64-22 TON 32,019.000	71.750	2,297,363.25
344	6119		SUPERPAVE MIXTURES SP-D SAC-A PG70-22 TON 39,172.000	105.400	4,128,728.80
354	6041		PLANE ASPH CONC PAV (1.5") SY 22,201.000	.790	17,538.79
354	6051		PLANE ASPH CONC PAV (0" TO 1 1/2") SY 5,077.000	1.660	8,427.82
400	6005		CEM STABIL BKFL CY 136.390	117.920	16,083.10
400	6006		CUT & RESTORING PAV SY 60.000	197.020	11,821.20
402	6001		TRENCH EXCAVATION PROTECTION LF 5,162.000	18.260	94,258.12
403	6001		TEMPORARY SPL SHORING SF 5,150.000	24.290	125,093.50
416	6004		DRILL SHAFT (36 IN) LF 774.000	293.550	227,207.70
416	6005		DRILL SHAFT (42 IN) LF 36.000	714.260	25,713.36
416	6007		DRILL SHAFT (54 IN) LF 22.000	966.670	21,266.74
416	6008		DRILL SHAFT (60 IN) LF 222.000	444.620	98,705.64
416	6016		DRILL SHAFT (SIGN MTS) (12 IN) LF 10.000	161.110	1,611.10
416	6018		DRILL SHAFT (SIGN MTS) (24 IN) LF 98.000	214.820	21,052.36
416	6029		DRILL SHAFT (RDWY ILL POLE) (30 IN) LF 180.000	322.220	57,999.60
420	6002		CL A CONC (MISC) CY 22.200	866.830	19,243.62
420	6014		CL C CONC (ABUT) (HPC) CY 79.400	1,734.070	137,685.15
420	6030		CL C CONC (CAP) (HPC) CY 235.200	1,400.880	329,486.97
420	6038		CL C CONC (COLUMN) (HPC) CY 53.400	1,542.390	82,363.62
422	6002		REINF CONC SLAB (HPC) SF 23,987.500	22.330	535,640.87



PROJECT: NH 1802(506)  
COUNTY : TAYLOR

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CCSJ  
003401126

BIDDER  
3

DATE DIV JOB  
8 18 47 203

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422	6016		APPROACH SLAB (HPC) CY	169.410		585.900	99,257.31
423	6001		RETAINING WALL (MSE) SF	53,193.000		26.460	1,407,486.78
425	6038		PRESTR CONC GIRDER (TX46) LF	2,898.900		152.150	441,067.63
427	6006		EPOXY WATERPROOF FINISH SF	1,024.940		21.480	22,015.71
429	6003		CONC STR REPAIR(DECK REP(PART DEPTH)) SF	240.000		166.440	39,945.60
429	6005		CONC STR REPAIR(DECK REP (FULL DEPTH)) SF	80.000		174.630	13,970.40
432	6001		RIPRAP (CONC) (4 IN) CY	195.750		375.430	73,490.42
432	6002		RIPRAP (CONC) (5 IN) CY	377.200		375.210	141,529.21
432	6009		RIPRAP (CONC) (CL B) (4") CY	6.300		623.200	3,926.16
432	6045		RIPRAP (MOW STRIP) (4 IN) CY	1,635.400		311.750	509,835.95
450	6007		RAIL (TY T223) (HPC) LF	4,102.000		97.130	398,427.26
450	6018		RAIL (TY T631) LF	524.000		87.560	45,881.44
450	6103		RAIL (TY PR11) LF	194.000		87.560	16,986.64
454	6001		SEALED EXPANSION JOINT (4 IN) (SEJ - A) LF	166.000		54.050	8,972.30
454	6007		HEADER TYPE EXPANSION JOINT LF	86.000		258.060	22,193.16
459	6013		GABION (1.5' X 3') (GALV) CY	120.000		263.840	31,660.80
462	6006		CONC BOX CULV (5 FT X 2 FT) LF	379.000		280.830	106,434.57
462	6020		CONC BOX CULV (8 FT X 5 FT) LF	1,206.000		516.110	622,428.66
462	6045		CONC BOX CULV (3 FT X 2 FT) (EXTEND) LF	27.000		678.580	18,321.66
462	6051		CONC BOX CULV (5 FT X 3 FT) (EXTEND) LF	7.000		890.970	6,236.79

PROJECT: NH 1802(506)  
COUNTY : TAYLOR

, ETC.

CCSJ  
003401126

BIDDER  
3

DATE DIV JOB  
8 18 47 203

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462	6053		CONC BOX CULV (5 FT X 5 FT) (EXTEND) LF 5.000	1,236.000	6,180.00
462	6078		CONC BOX CULV (10 FT X 10 FT) (EXTEND) LF 20.000	1,687.530	33,750.60
462	6149		CONC BOX CULV (10 FT X 12 FT) (EXTEND) LF 30.000	1,779.350	53,380.50
464	6003		RC PIPE (CL III) (18 IN) LF 1,068.000	49.020	52,353.36
464	6005		RC PIPE (CL III) (24 IN) LF 4,520.000	72.810	329,101.20
465	6006		JCTBOX (COMPL) (PJB) (4FTX4FT) EA 4.000	5,003.550	20,014.20
465	6128		INLET (COMPL) (PSL) (FG) (4FTX4FT-4FTX4FT) EA 1.000	3,048.180	3,048.18
465	6178		INLET (COMPL) (TY MSE1) EA 17.000	2,792.320	47,469.44
465	6187		INLET (COMPL) (DROP) (TY 1) (1 GRATE) EA 17.000	2,659.130	45,205.21
465	6188		INLET (COMPL) (DROP) (TY 1 ) (2 GRATE) EA 1.000	5,336.610	5,336.61
465	6271		INLET (COMPL) (GRATE) (TY 1) EA 16.000	2,446.010	39,136.16
466	6144		WINGWALL (FW - 0) (HW=12 FT) EA 1.000	30,939.640	30,939.64
466	6146		WINGWALL (FW - 0) (HW=14 FT) EA 1.000	35,768.680	35,768.68
466	6178		WINGWALL (PW - 1) (HW=3 FT) EA 1.000	7,090.620	7,090.62
466	6183		WINGWALL (PW - 1) (HW=8 FT) EA 1.000	17,778.600	17,778.60
467	6112		SET (TY I) (S=3 FT) (HW= 4 FT) (4:1) (C) EA 1.000	6,854.430	6,854.43
467	6118		SET (TY I) (S=3 FT) (HW= 5 FT) (4:1) (C) EA 1.000	6,211.140	6,211.14
467	6172		SET (TY I) (S= 5 FT) (HW= 3 FT) (4:1) (C) EA 3.000	8,055.440	24,166.32
467	6182		SET (TY I) (S= 5 FT) (HW= 5 FT) (4:1) (C) EA 1.000	6,538.010	6,538.01
467	6191		SET (TY I) (S= 5 FT) (HW= 7 FT) (4:1) (C) EA 1.000	7,668.460	7,668.46

PROJECT: NH 1802(506)  
COUNTY : TAYLOR

, ETC.

CCSJ  
003401126

BIDDER  
3

DATE DIV JOB  
8 18 47 203

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467	6284		SET (TY I) (S= 8 FT) (HW= 7 FT) (4:1) (C) EA	2.000	8,422.250	16,844.50
467	6358		SET (TY II) (18 IN) (RCP) (4: 1) (C) EA	1.000	1,792.370	1,792.37
467	6363		SET (TY II) (18 IN) (RCP) (6: 1) (P) EA	6.000	1,489.720	8,938.32
467	6388		SET (TY II) (24 IN) (RCP) (3: 1) (C) EA	4.000	1,218.200	4,872.80
467	6390		SET (TY II) (24 IN) (RCP) (4: 1) (C) EA	7.000	1,570.490	10,993.43
467	6391		SET (TY II) (24 IN) (RCP) (4: 1) (P) EA	2.000	1,570.500	3,141.00
467	6395		SET (TY II) (24 IN) (RCP) (6: 1) (P) EA	28.000	1,768.980	49,531.44
476	6007		JACK BOR OR TUN PIPE(18 IN)(RC) (CL IV) LF	40.000	497.940	19,917.60
476	6071		JACK BOR TUN BOX CULV (5 FT X 2 FT) LF	220.000	1,327.880	292,133.60
480	6001		CLEAN EXIST CULVERTS EA	14.000	1,635.330	22,894.62
496	6002		REMOV STR (INLET) EA	14.000	599.880	8,398.32
496	6004		REMOV STR (SET) EA	61.000	330.430	20,156.23
496	6005		REMOV STR (WINGWALL) EA	4.000	1,095.760	4,383.04
496	6006		REMOV STR (HEADWALL) EA	2.000	547.880	1,095.76
496	6007		REMOV STR (PIPE) LF	1,371.000	8.400	11,516.40
496	6008		REMOV STR (BOX CULVERT) LF	551.000	18.020	9,929.02
496	6091		REMOV STR (CURB) EA	4.000	97.920	391.68
496	6099		REMOVE STR (RAIL) LF	774.000	13.140	10,170.36
500	6001		MOBILIZATION LS	1.000	2,708,853.590	2,708,853.59
502	6001		BARRICADES, SIGNS AND TRAFFIC HANDLING MO	22.000	4,382.760	96,420.72

PROJECT: NH 1802(506)  
COUNTY : TAYLOR

, ETC.

CCSJ  
003401126

BIDDER  
3

DATE DIV JOB  
8 18 47 203

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506	6001	004	ROCK FILTER DAMS (INSTALL) (TY 1) LF	859.000	22.340	19,190.06
506	6002	004	ROCK FILTER DAMS (INSTALL) (TY 2) LF	145.000	24.860	3,604.70
506	6011	004	ROCK FILTER DAMS (REMOVE) LF	1,004.000	14.770	14,829.08
506	6020	004	CONSTRUCTION EXITS (INSTALL) (TY 1) SY	1,506.000	19.540	29,427.24
506	6024	004	CONSTRUCTION EXITS (REMOVE) SY	1,506.000	13.660	20,571.96
506	6038	004	TEMP SEDMT CONT FENCE (INSTALL) LF	15,006.000	2.560	38,415.36
506	6039	004	TEMP SEDMT CONT FENCE (REMOVE) LF	15,006.000	1.380	20,708.28
506	6042	004	BIODEG EROSN CONT LOGS (INSTL) (18") LF	4,155.000	6.220	25,844.10
506	6043	004	BIODEG EROSN CONT LOGS (REMOVE) LF	4,155.000	.580	2,409.90
508	6001		CONSTRUCTING DETOURS SY	5,908.000	66.000	389,928.00
512	6001		PORT CTB (FUR & INST) (SGL SLOPE) (TY 1) LF	28,710.000	1.950	55,984.50
512	6009		PORT CTB (FUR & INST) (LOW PROF) (TY 1) LF	4,640.000	44.920	208,428.80
512	6010		PORT CTB (FUR & INST) (LOW PROF) (TY 2) LF	120.000	69.820	8,378.40
512	6025		PORT CTB (MOVE) (SGL SLP) (TY 1) LF	36,300.000	4.750	172,425.00
512	6037		PORT CTB (STKPL) (SGL SLP) (TY 1) LF	29,850.000	2.710	80,893.50
512	6045		PORT CTB (STKPL) (LOW PROF) (TY 1) LF	4,640.000	4.960	23,014.40
512	6046		PORT CTB (STKPL) (LOW PROF) (TY 2) LF	120.000	11.470	1,376.40
514	6001		PERM CTB (SGL SLOPE) (TY 1) (42 ) LF	2,025.000	45.670	92,481.75
514	6019		PERM CTB (SGL SLOPE) (TY 1) (42) (HPC) LF	300.000	124.930	37,479.00
528	6001		COLORED TEXTURED CONC (4") SY	657.000	59.510	39,098.07

PROJECT: NH 1802(506) , ETC. CCSJ BIDDER DATE DIV JOB  
COUNTY : TAYLOR 003401126 3 8 18 47 203

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
529	6008		CONC CURB & GUTTER (TY II) LF	3,000.000	19.720	59,160.00
530	6004		DRIVEWAYS (CONC) SY	1,109.400	111.450	123,642.63
530	6005		DRIVEWAYS (ACP) SY	2,627.900	52.300	137,439.17
531	6001		CONC SIDEWALKS (4") SY	385.000	48.240	18,572.40
531	6004		CURB RAMPS (TY 1) EA	10.000	1,688.090	16,880.90
533	6001		RUMBLE STRIPS (SHOULDER) LF	124,596.000	.150	18,689.40
536	6004		CONC DIRECTIONAL ISLAND SY	103.000	63.630	6,553.89
540	6001		MTL W-BEAM GD FEN (TIM POST) LF	2,650.000	18.440	48,866.00
540	6006		MTL BEAM GD FEN TRANS (THRIE-BEAM) EA	10.000	1,353.920	13,539.20
540	6016		DOWNSTREAM ANCHOR TERMINAL SECTION EA	8.000	1,048.320	8,386.56
542	6001		REMOVE METAL BEAM GUARD FENCE LF	1,700.000	3.880	6,596.00
542	6004		RM MTL BM GD FENCE TRANS (THRIE-BEAM) EA	1.000	277.130	277.13
543	6001		CABLE BARRIER SYSTEM (TL-3) LF	35,736.000	9.400	335,918.40
543	6019		CABLE BARRIER TERMINAL SECTION (TL-3) EA	53.000	4,174.250	221,235.25
544	6001		GUARDRAIL END TREATMENT (INSTALL) EA	14.000	2,374.830	33,247.62
544	6003		GUARDRAIL END TREATMENT (REMOVE) EA	9.000	277.130	2,494.17
545	6001		CRASH CUSH ATTEN (INSTL) EA	34.000	9,299.890	316,196.26
545	6003		CRASH CUSH ATTEN (MOVE & RESET) EA	31.000	4,624.490	143,359.19
545	6005		CRASH CUSH ATTEN (REMOVE) EA	32.000	662.920	21,213.44
560	6001		MAILBOX INSTALL-S (TWG-POST) TY 1 EA	4.000	649.220	2,596.88

PROJECT: NH 1802(506)  
COUNTY : TAYLOR

, ETC.

CCSJ  
003401126

BIDDER  
3

DATE DIV JOB  
8 18 47 203

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610	6009		REMOVE RD IL ASM (TRANS-BASE) EA 6.000	537.040	3,222.24
610	6106		IN RD IL (U/P) (TY 2) (150W EQ) LED EA 4.000	1,611.120	6,444.48
610	6288		IN RD IL (TY SA) 50T-10 (400W EQ) LED EA 18.000	5,370.390	96,667.02
618	6023		CONDT (PVC) (SCH 40) (2") LF 4,876.000	9.670	47,150.92
618	6024		CONDT (PVC) (SCH 40) (2") (BORE) LF 481.000	21.480	10,331.88
618	6029		CONDT (PVC) (SCH 40) (3") LF 1,570.000	16.110	25,292.70
618	6030		CONDT (PVC) (SCH 40) (3") (BORE) LF 70.000	32.220	2,255.40
618	6062		CONDT (RM) (3/4") LF 175.000	32.220	5,638.50
620	6002		ELEC CONDR (NO.14) INSULATED LF 445.000	1.070	476.15
620	6004		ELEC CONDR (NO.12) INSULATED LF 14,096.000	1.070	15,082.72
620	6006		ELEC CONDR (NO.10) INSULATED LF 1,260.000	1.340	1,688.40
620	6007		ELEC CONDR (NO.8) BARE LF 420.000	1.610	676.20
620	6011		ELEC CONDR (NO.4) BARE LF 135.000	3.220	434.70
620	6012		ELEC CONDR (NO.4) INSULATED LF 840.000	4.300	3,612.00
624	6002		GROUND BOX TY A (122311)W/APRON EA 11.000	1,181.490	12,996.39
624	6010		GROUND BOX TY D (162922)W/APRON EA 8.000	1,342.600	10,740.80
624	6028		REMOVE GROUND BOX EA 2.000	161.110	322.22
628	6002		REMOVE ELECTRICAL SERVICES EA 1.000	537.040	537.04
628	6054		ELC SRV TY A 240/480 060(SS)SS(E)SP(O) EA 3.000	6,981.510	20,944.53
636	6001	001	ALUMINUM SIGNS (TY A) SF 18.500	19.330	357.60

PROJECT: NH 1802(506)  
COUNTY : TAYLOR

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CCSJ  
003401126

BIDDER  
3

DATE DIV JOB  
8 18 47 203

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
636	6002	001	ALUMINUM SIGNS (TY G) SF	1,037.000	32.220	33,412.14
644	6001		IN SM RD SN SUP&AM TY10BWG(1)SA(P) EA	31.000	751.850	23,307.35
644	6004		IN SM RD SN SUP&AM TY10BWG(1)SA(T) EA	29.000	773.340	22,426.86
644	6007		IN SM RD SN SUP&AM TY10BWG(1)SA(U) EA	14.000	827.040	11,578.56
644	6027		IN SM RD SN SUP&AM TYS80(1)SA(P) EA	4.000	939.820	3,759.28
644	6030		IN SM RD SN SUP&AM TYS80(1)SA(T) EA	16.000	998.890	15,982.24
644	6033		IN SM RD SN SUP&AM TYS80(1)SA(U) EA	3.000	1,181.490	3,544.47
644	6034		IN SM RD SN SUP&AM TYS80(1)SA(U-1EXT) EA	1.000	1,068.710	1,068.71
644	6035		IN SM RD SN SUP&AM TYS80(1)SA(U-2EXT) EA	4.000	1,181.490	4,725.96
644	6037		IN SM RD SN SUP&AM TYS80(1)SA(U-WC) EA	2.000	1,020.380	2,040.76
644	6068		RELOCATE SM RD SN SUP&AM TY 10BWG EA	39.000	725.000	28,275.00
644	6070		RELOCATE SM RD SN SUP&AM TY S80 EA	5.000	735.740	3,678.70
644	6076		REMOVE SM RD SN SUP&AM EA	70.000	102.040	7,142.80
647	6001		INSTALL LRSS (STRUCT STEEL) LB	4,176.300	6.440	26,895.37
647	6003		REMOVE LRSA EA	2.000	537.040	1,074.08
650	6028		INS OH SN SUP(30 FT BAL TEE) EA	1.000	43,371.270	43,371.27
658	6013		INSTL DEL ASSM (D-SW)SZ (BRF)CTB EA	2.000	21.480	42.96
658	6026		INSTL DEL ASSM (D-SY)SZ (BRF)CTB EA	2.000	21.480	42.96
658	6041		INSTL DEL ASSM (D-DY)SZ 1 (FLX)GND EA	18.000	59.070	1,063.26
658	6047		INSTL OM ASSM (OM-2Y) (WC)GND EA	55.000	59.070	3,248.85

PROJECT: NH 1802(506)  
COUNTY : TAYLOR

, ETC.

CCSJ  
003401126

BIDDER  
3

DATE DIV JOB  
8 18 47 203

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
658	6048		INSTL OM ASSM (OM-2Z) (FLX) GND EA	25.000	59.070	1,476.75
658	6060		REMOVE DELIN & OBJECT MARKER ASSMS EA	23.000	1.070	24.61
658	6061		INSTL DEL ASSM (D-SW) SZ 1 (BRF) GF2 EA	31.000	23.630	732.53
658	6063		INSTL DEL ASSM (D-SW) SZ 1 (BRF) GF2 (BR) EA	5.000	23.630	118.15
658	6064		INSTL DEL ASSM (D-SY) SZ 1 (BRF) GF2 EA	8.000	18.260	146.08
658	6069		INSTL DEL ASSM (D-SW) SZ (BRF) CTB (BR) EA	45.000	10.740	483.30
658	6071		INSTL DEL ASSM (D-SY) SZ (BRF) CTB (BI) EA	23.000	23.630	543.49
662	6001		WK ZN PAV MRK NON-REMOV (W) 4" (BRK) LF	8,870.000	.350	3,104.50
662	6004		WK ZN PAV MRK NON-REMOV (W) 4" (SLD) LF	77,912.000	.300	23,373.60
662	6012		WK ZN PAV MRK NON-REMOV (W) 8" (SLD) LF	700.000	1.070	749.00
662	6016		WK ZN PAV MRK NON-REMOV (W) 24" (SLD) LF	460.000	7.250	3,335.00
662	6034		WK ZN PAV MRK NON-REMOV (Y) 4" (SLD) LF	68,726.000	.300	20,617.80
662	6060		WK ZN PAV MRK REMOV (W) 4" (BRK) LF	8,870.000	.860	7,628.20
662	6063		WK ZN PAV MRK REMOV (W) 4" (SLD) LF	77,912.000	.790	61,550.48
662	6071		WK ZN PAV MRK REMOV (W) 8" (SLD) LF	700.000	1.660	1,162.00
662	6075		WK ZN PAV MRK REMOV (W) 24" (SLD) LF	460.000	7.520	3,459.20
662	6095		WK ZN PAV MRK REMOV (Y) 4" (SLD) LF	68,726.000	.790	54,293.54
666	6006	007	REFL PAV MRK TY I (W) 4" (DOT) (100MIL) LF	2,775.000	1.400	3,885.00
666	6030	007	REFL PAV MRK TY I (W) 8" (DOT) (100MIL) LF	185.000	2.360	436.60
666	6036	007	REFL PAV MRK TY I (W) 8" (SLD) (100MIL) LF	29,343.000	.860	25,234.98



PROJECT: NH 1802(506)  
COUNTY : TAYLOR

, ETC.

CCSJ  
003401126

BIDDER  
3

DATE DIV JOB  
8 18 47 203

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
666	6042	007	REFL PAV MRK TY I (W) 12" (SLD) (100MIL) LF	480.000	3.440	1,651.20
666	6048	007	REFL PAV MRK TY I (W) 24" (SLD) (100MIL) LF	569.000	6.710	3,817.99
666	6054	007	REFL PAV MRK TY I (W) (ARROW) (100MIL) EA	75.000	134.260	10,069.50
666	6078	007	REFL PAV MRK TY I (W) (WORD) (100MIL) EA	75.000	155.740	11,680.50
666	6081	007	REFL PAV MRK TY I (W) (ENTR GORE) (100MIL) EA	3.000	966.670	2,900.01
666	6084	007	REFL PAV MRK TY I (W) (EXIT GORE) (100MIL) EA	3.000	1,020.370	3,061.11
666	6087	007	REFL PAV MRK TY I (W) (ISLAND) (100MIL) SF	3.000	107.410	322.23
666	6102	007	REF PAV MRK TY I (W) 36" (YLD TRI) (100MIL) EA	14.000	80.560	1,127.84
666	6138	007	REFL PAV MRK TY I (Y) 8" (SLD) (100MIL) LF	30.000	1.560	46.80
666	6147	007	REFL PAV MRK TY I (Y) 24" (SLD) (100MIL) LF	1,075.000	6.710	7,213.25
666	6300	007	RE PM W/RET REQ TY I (W) 4" (BRK) (100MIL) LF	44,818.000	.520	23,305.36
666	6303	007	RE PM W/RET REQ TY I (W) 4" (SLD) (100MIL) LF	101,408.000	.480	48,675.84
666	6315	007	RE PM W/RET REQ TY I (Y) 4" (SLD) (100MIL) LF	103,543.000	.480	49,700.64
672	6007		REFL PAV MRKR TY I-C EA	49.000	4.300	210.70
672	6009		REFL PAV MRKR TY II-A-A EA	200.000	4.300	860.00
672	6010		REFL PAV MRKR TY II-C-R EA	3,246.000	4.300	13,957.80
677	6001		ELIM EXT PAV MRK & MRKS (4") LF	100,105.000	.390	39,040.95
677	6003		ELIM EXT PAV MRK & MRKS (8") LF	500.000	1.070	535.00
677	6007		ELIM EXT PAV MRK & MRKS (24") LF	30.000	6.440	193.20
677	6008		ELIM EXT PAV MRK & MRKS (ARROW) EA	2.000	69.820	139.64

PROJECT: NH 1802(506) , ETC. CCSJ BIDDER DATE DIV JOB  
COUNTY : TAYLOR 003401126 3 8 18 47 203

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
677	6012		ELIM EXT PAV MRK & MRKS (WORD) EA	2.000	80.560	161.12
681	6001		TEMP TRAF SIGNALS EA	2.000	214,815.610	429,631.22
730	6002		FULL - WIDTH MOWING AC	147.000	121.080	17,798.76
740	6005		ANTI - GRAFFITI COATNG (PERMNET-TY III) SF	25,707.000	1.070	27,506.49
6000	6067		INSTALL FUSED DISCONNECT EA	1.000	1,235.190	1,235.19
6004	6031		ITS COM CBL (ETHERNET) LF	470.000	13.960	6,561.20
6010	6001		CCTV FIELD EQUIPMENT (ANALOG) EA	2.000	14,822.280	29,644.56
6010	6003		CCTV FIELD CONTROLLER EA	2.000	4,081.500	8,163.00
6028	6001		INSTALL DMS (POLE MTD CABINET) EA	1.000	74,111.390	74,111.39
6064	6046		ITS POLE (55 FT) (90 MPH) EA	2.000	20,944.520	41,889.04
6064	6085		ITS POLE MNT CAB (TY 2) (CONF 2) (INS) EA	2.000	9,666.700	19,333.40
6134	6001		REMOVE DYNAMIC MESSAGE SIGN SYSTEM EA	1.000	16,111.170	16,111.17
6185	6002	001	TMA (STATIONARY) DAY	506.000	527.720	267,026.32
6185	6005	001	TMA (MOBILE OPERATION) DAY	383.000	86.040	32,953.32
6186	6002		ITS GND BOX (PCAST) TY 1 (243636)W/APRN EA	3.000	5,907.430	17,722.29
6320	6001		INSTALL OF FIELD HARD ETHERNET SWITCH EA	1.000	3,222.230	3,222.23
6320	6002		INSTALL OF CELLULAR MODEM EA	1.000	3,222.230	3,222.23
TOTAL						27,993,542.39

CONTRACT NO. 08183203

COUNTY TAYLOR

The Contractor warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or individual any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

The contractor agrees that any payments owing under this contract will be applied towards the debt or delinquent taxes owed to the state until the debt or delinquent taxes are paid in full.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the performance of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

STATE OF TEXAS  
Party of the First Part

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs approved and authorized by the Texas Transportation Commission.

By:   
GINA E. GALLEGOS, P.E., DIRECTOR, CONSTRUCTION DIVISION

Date 11-1-18

CARLOS J. RODRIGUEZ, P.E., DIRECTOR, CONSTRUCTION SECTION

(Typed, Printed or Stamped Name and Title)

RECOMMENDED FOR EXECUTION:



CONTRACTOR  
Party of the Second Part

ALLEN BUTLER CONSTRUCTION, INC.

By:   
(Title) CFO/OWNER

10-29-18  
(Date)

By: \_\_\_\_\_  
(Title) (Date)

By: \_\_\_\_\_  
(Title) (Date)

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CARLOS J. RODRIGUEZ, P.E., DIRECTOR, CONSTRUCTION SECTION

# PERFORMANCE BOND

CONTRACT NO. 08183203

COUNTY TAYLOR

BOND NO. 2276370

## KNOW ALL PERSONS BY THESE PRESENTS:

That we **ALLEN BUTLER CONSTRUCTION, INC.** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with a sum not greater than **twenty-seven million nine hundred ninety-three thousand five hundred forty-two and 39/100 Dollars ( \$27,993,542.39)**, lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said principal is required before commencing the work provided for in said contract to execute a bond in the amount of said contract.

Now, therefore, the condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully do and perform each and every, all and singular, the work in accordance with the plans, specifications, and contract documents as provided in said contract aforesaid, and shall fully indemnify and save harmless the State of Texas from all costs and damage which the State of Texas may suffer by reason of the **Principal's** default or failure to do so and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default, then obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided further, that the said surety(s) for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligation on this bond. The surety(s) does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the Contract or to the work or to the Specifications, unless otherwise specified in the contract.

WITNESS our hand this, 26<sup>th</sup> day of October, 2018.

ALLEN BUTLER CONSTRUCTION, INC.

Allen Butler Construction Inc.

CONTRACTOR

\*By: [Signature]  
(Title) CEO/OWNER

CONTRACTOR

\*By: \_\_\_\_\_  
(Title)

North American Specialty Insurance Company

SURETY (Print Firm Name and Seal)

\*By: [Signature]  
Kevin J. Durn, (Title) Attorney-In-Fact

Westport Insurance Corporation

SURETY (Print Firm Name and Seal)

\*By: [Signature]  
Kevin J. Durn, (Title) Attorney-In-Fact

SURETY (Print Firm Name and Seal)

\*By: \_\_\_\_\_  
(Title)

\*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

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# PAYMENT BOND

CONTRACT NO. 08183203

COUNTY TAYLOR

BOND NO. 2276370

## KNOW ALL PERSONS BY THESE PRESENTS:

That we **ALLEN BUTLER CONSTRUCTION, INC.** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with an amount no greater than **twenty-seven million nine hundred ninety-three thousand five hundred forty-two and 39/100 Dollars ( \$27,993,542.39)**, lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said **Principal** is required before commencing the work provided for in said contract to execute a bond in the amount of said contract solely for the protection of all claimants, as defined by the Texas Government Code Title 10, Chapter 2253, or successor statutes, in the prosecution of the work provided for in said contract supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract, for the use of each such claimant.

The condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully make payment to each and every claimant as defined by law, supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract and any and all duly authorized changes to said contract that may hereafter be made, notice of such changes to the **Surety(s)** being hereby waived, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

WITNESS our hand this, 26<sup>th</sup> day of October, 2018.

**ALLEN BUTLER CONSTRUCTION, INC.**

Allen Butler Construction Inc.

CONTRACTOR

\*By: \_\_\_\_\_

(Signature)  
CFO/owner  
(Title)

CONTRACTOR

\*By: \_\_\_\_\_

(Title)

North American Specialty Insurance Company

SURETY (Print Firm Name and Seal)

\*By: \_\_\_\_\_

(Signature)  
Kevin J. Dunn, (Title) Attorney-In-Fact  
Westport Insurance Corporation  
SURETY (Print Firm Name and Seal)

\*By: \_\_\_\_\_

(Signature)  
Kevin J. Dunn, (Title) Attorney-In-Fact

SURETY (Print Firm Name and Seal)

\*By: \_\_\_\_\_

(Title)

\*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

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SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY  
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

W. LAWRENCE BROWN, TRACY TUCKER, KEVIN J. DUNN and STEVEN TUCKER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

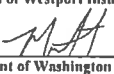
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By   
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation

By   
Mike A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 12 day of September, 20 17.

North American Specialty Insurance Company  
Washington International Insurance Company  
Westport Insurance Corporation

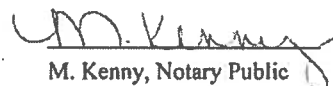
State of Illinois ss:  
County of Cook

On this 12 day of September, 20 17, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President


of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 26th day of October, 20 18.

  
Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &  
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation



**North American Specialty Insurance Company  
Washington International Insurance Company  
Westport Insurance Corporation**

**CLAIMS INFORMATION**

**IMPORTANT NOTICE**

In order to obtain information or make a complaint:

You may contact **Jeffrey Goldberg, Vice President**  
– Claims at 1-800-338-0753

You may call **Washington International Insurance Company and/or North American Specialty Insurance Company's and/or Westport Insurance Corporation** toll-free number for information or to make a complaint at:

**1-800-338-0753**

You may also write to **Washington International Insurance Company and/or North American Specialty Insurance Company and/or Westport Insurance Corporation** at the following address:

**1450 American Lane  
Suite 1100  
Schaumburg, IL 60173**

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact the **Washington International Insurance Company and/or North American Specialty Insurance Company and/or Westport Insurance Corporation**.

**ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**ADVISO IMPORTANTE**

Para obtener informacion o para someter un queja:

Puede comunicarse con **Jeffrey Goldberg, Vice President – Claims**, al 1-800-338-0753

Usted puede llamar al numero de telefono gratis de **Washington International Insurance Company and/or North American Specialty Insurance Company's and/or Westport Insurance Corporation** para informacion o para someter una queja al:

**1-800-338-0753**

Usted tambien puede escribir a **Washington International Insurance Company and/or North American Specialty Insurance Company and/or Westport Insurance Corporation** al:

**1450 American Lane  
Suite 1100  
Schaumburg, IL 60173**

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el **Washington International Insurance Company and/or North American Specialty Insurance Company and/or Westport Insurance Corporation**.

**UNA ESTE AVISO A SU POLIZA**

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

